

AGREEMENT

BETWEEN

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

AND

THE UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA

COVERING

HIGHWAY / HEAVY CONSTRUCTION

HIGHWAY DISTRICTS 2, 3, 4, 5, 6, 7 AND  
PORTIONS OF ILLINOIS HIGHWAY DISTRICT 1 AND DISTRICT 8

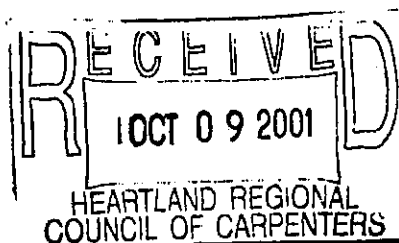
EFFECTIVE: September 1, 2001

EXPIRES: July 31, 2006

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11/20/01



CARPENTERS STATEWIDE AGREEMENT  
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## HIGHWAY AND HEAVY AGREEMENT PREAMBLE

These Articles of Agreement, entered into this 1st day of September, 2001 by and between the Associated General Contractors of Illinois, engaged in highway and heavy construction and/or any other employer hereinafter referred to as the Employer, who becomes signatory to this Agreement, and the District/Regional Councils and Local Unions affiliated with the United Brotherhood of Carpenters and Joiners of America, within the State of Illinois, hereinafter referred to as the Union.

Any Employer represented by the Association as referred to above may receive the benefits and assume the obligations of this contract with the Union by signing an exact contract and by agreeing to be bound by the terms and provisions thereof.

Where the term "Employee" or "Employees" is used in this contract, it shall mean only such employees as are covered by this contract.

Due to various reorganizations within the United Brotherhood of Carpenters and Joiners of America and to aid in the comprehension of this Agreement, where the term "District Council" is used, it is understood that this includes the term "Regional Councils" or any future term that the Carpenters shall use to define this designation.

It is agreed that the liability of the Employers who accept, adopt and sign this contract, or a facsimile thereof, shall be several and not joint, and the liability of the Carpenters District Councils and Local Unions, parties of the second party, shall be several and not joint.

The purpose of this contract is to arrive at a mutual understanding between the signatory Employers and the Union regarding hours of work, working conditions, minimum wage scale, overtime pay; to stabilize employment and improve working conditions, promote safety and the welfare of the employee, economy of operation, elimination of waste, quality of service and the protection of property; to establish a procedure for the peaceful adjudication of disputes and grievances and to set up the method by which these results are to be attained.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply. Wherever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form and wherever any words are used in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

This Agreement constitutes the sole and complete agreement between both parties hereto, there is no other.

## ARTICLE 1 SCOPE OF AGREEMENT

### A. Work Covered

Highway and heavy construction including all work involved in the construction of roads, streets, alleys, highways, railroad work, airport runways, bridges, underpasses, overpasses, sidewalks, curbs, gutters, fences, guard rails, signs, landscaping, slope walls, retaining walls, and water lines when done in conjunction with highway work; dams, locks and dikes, boat slips, and ramps, and diving. Also including pump stations for locks and flood control, underground electrical and telephone systems and overland high tension transmission towers.

This does not include any disposal or treatment plants, water filtration plants, pumping stations (except for locks and flood control) sewage lift stations, or any structure for shelter, protection, comfort or convenience.

Employees in the bargaining unit shall perform all tasks assigned by the Employer.

The Employer shall not subcontract any on-site construction work covered by this Agreement to any contractor not signatory to this Agreement unless the subcontractor agrees to become signatory prior to commencement of any work. However, it is understood that there may be instances when competent Union subcontractors may not be available for certain specialty subcontracts which is defined as work not traditionally performed by the contractor. In such instances, the Employer will notify the Union at least five (5) days, excluding weekends and holidays, prior to the commencement of work, and the Union will endeavor to locate competent Union subcontractors. If the Employer and the Union are unable to locate competent, competitive, subcontractors, it is understood and agreed that the Employer will be relieved of the above provision for such specialty subcontractors.

### B. Occupational Scope

#### Carpenters

This Agreement shall cover all employees employed by the Employer engaged in work coming under all classifications listed under the trade autonomy of the United Brotherhood of Carpenters and Joiners of America.

The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the erection, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The

handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by members of the United Brotherhood.

Our claim of jurisdiction, therefore, extends over the following divisions and subdivisions of the trade; Carpenters and Joiners; Millwrights; Pile Drivers; Bridge, Dock and Wharf Carpenters; Divers; Underpinners; Timbermen and Core Drillers, the handling, erecting and installing material on any of the above divisions or subdivisions; burning, welding, rigging and the use of any instrument or tool for layout work incidental to the trade. When the term "Carpenter and Joiner" is used, it shall mean all the subdivisions of the trade, and the setting of pre-cast and pre-stressed beams, girders and decks.

The installation of all piling for structures of all types whether of wood, metal, or concrete. The installation of all sheet piling and bracing of same. The installation of all shoring, underpinning and lagging. The installation of all caissons. The removal of all materials pertaining to Pile Drivers work. The fabrication, erection, stripping, and dismantling of all concrete forms whether of wood, metal, or composition materials for structures of all sorts. This includes, but is not limited to footing forms, wall forms, foundation forms of all descriptions, forms for concrete floors, beams and columns including shoring thereof, screeds, bulkheads, the setting of all anchor bolts, and any rigging thereof. The fabrications, erecting and dismantling of all falsework. The rigging, setting, fastening, aligning, leveling and bracing of all precast concrete members. The placement of wooden or concrete sound barriers. The erection of all prefabricated components whether manufactured on the job site or in a manufacturing plant. The handling and unloading of materials related to all divisions and subdivisions of the trade.

The Union agrees that the above occupational scopes are claims for jurisdictional purposes and are not intended to conflict with established practices.

### Millwrights

Millwright occupational scope. This Agreement covers all millwright work including, but not limited to the following: power rigging, and installation of all engine motors, dynamos, generators, turbines, conveyors, dryers, air compressors, fans, blowers, pumps, extruders, ball mills, roller mills, hammer mills, escalators, manlifts, or any other mechanical device and installation of flywheels, sheaves, pulleys, or drivers on same. The rebabbitting of all machinery, all cutting, burning, and fabricating of all supports connected therewith. The repairing of all hand trucks, overhead chain conveyors, and power driven conveyors. (Description of one type of conveyor; a conveyor is a machine which, after assembled, will perform work the same as any other mechanical machine or equipment.) All fabrication, installation, dismantling and maintaining of all conveyors, including screw, belt, bucket, roller, and slate, spiral chutes, and all channel type free trolley, I-beams and all types of monorails and tram rails, including conveyors built of wood, steel, pipe or fiber, riveted, bolted, welded, and all supports and adjuncts connected therewith. All fabrication,

installation, dismantling, and maintaining of all chain type, dragline, air-veyor, power-driven pipe-constructed conveyors including all other supports and adjuncts necessary for their installation. All scales, drives, such as rope belt, chain, friction, gears and rawhide. All driver screens, dodge belts and gears, extractors and expellers, all agitators. Setting and maintaining of all portable mixers, the making, setting, drilling, and pouring of all bolts for the installation of machinery and equipment. All coal handling machinery, drive crushers, and conveyors of steel or wood, pile, or fiber. Framing and setting of all bridge trees of wood, all foundation beams or timbers used for the reception of machinery. The handling of all hand and power rigging. The erection of all derricks to be used by millwrights and the installation and dismantling of machinery and any other work where millwright tools are used. The handling of all hand-power rigging and cribbing required to unload, transfer, assemble, disassemble and set machinery, equipment, and its adjuncts. The installation of all rigging beams whether they be temporary or permanent. The installation of all air-veyors, cable draglines, and its guides, all hydraulic cylinders and linkage whether they be operated by air, oil, or electricity. The fabrication, setting and dri-packing of all shims, sole plates, and machine bases, whether they are steel, wood or fiber for the installation of machinery, equipment, and its adjuncts. The installation of all precision setting of atomic reactor intervals. The installation of all dam rollers in its entirety and its adjuncts, all machinery in regard to lock and dams, all seals pertaining to tainer gates, all chain and chain guides pertaining to tainer gates will be performed by millwrights. Installation and fabrication of machinery and conveyor bases, headers and hangers. Installation, fabrication and welding of plastic materials. All gantry and overhead cranes regardless of size or type; and installation of all materials handling conveyors whether they be temporary or permanent; the handling of all optical tooling equipment, transits, laser, and precision instruments for the setting of machinery; the installing of anchor bolts, cinch anchors, self tapping anchors, and any device for the securing of machinery and its adjuncts; the forming, mixing of grout, grouting, and dri-packing of all machinery; the installation of machinery foundations; the installation of rotary valves, slide valves, (mechanical or hand operated) chutes and spouts regardless of gauge; and the steam cleaning of all machinery; the handling, cleaning by any means, erecting, installing, and dismantling of all machinery and equipment; the setting and machining of all sole plates regardless of what they support; all drilling, tapping, and welding that may be required; lubrication of all equipment and machinery is the work of millwrights; any exterior forms of the containment vessel; the complete setting and leveling by any means of the ring girder or bases plus any necessary cleaning, scraping, or machining; all apertures or openings; including access door frames, etc., in the containment vessel will be rigged, placed, aligned, and secured by any means by millwrights; the placing, leveling, and aligning of the reactor vessel, including the use of optical instruments, laser or maser beams; the installation and securing of biological shield interior plates; exterior plates and/or forms for biological shields where a void is poured with concrete shall be considered a form and shall be placed and secured in its entirety by millwrights; the precision alignment and leveling, including bolting and cleaning, scraping or machining and the measuring

and torqueing of bolts; installation of the rod pressure housing, push rods and drivers, shut-down rods and drives and guide sleeves; the field welding in conjunction with the control rod drive housing will be performed by millwrights. The wiring of core starters, core winders, or any similar work on machinery. The handling and installation of vibratory conveyor. The set up and operation of all machine tools on the job site whether they be portable or stationary, such as lathes, milling machines, shapers, saws, grinders, etc., used for the setting and fitting of any equipment. The setting, welding, and installation of the supporting steel for the control rod drives. The handling and installation of the supporting steels for the control rod drives. The installation of lubricators and the lubrication of all machinery and equipment. The mixing, rodding, and placing of all cement base materials, grout, por-rok, or any other material or substance used for pumps, compressors, machinery, conveyors or any other equipment and related that is installed by millwrights. The rigging and installation of all cylinders air or hydraulic regardless of their function. All start up and run in crews for flushing of lubricating systems, filters and reservoirs. Lubricating systems and filters, before and after initial starting of pumps, compressors, machinery and equipment to be served shall be cleaned by millwrights. All cleaning of reservoirs and filling by any means of reservoirs. Control of all equipment used for purpose of heating and/or cooling the oil flowing through lubricating systems.

This contract shall apply to all subdivisions of the trade in its entirety and without limitation. There are special provisions within this contract dealing with one subdivision of the trade or another and such special provision when clearly identified as being limited to the specific subdivision shall be so limited. Absent such limitation, this contract will apply in its entirety to all subdivision of the trade and whenever the term "Carpenter" or "Joiner" is used, it shall mean all subdivisions of all trades.

The parties understand that it is an impossible task to spell out in complete detail the work of the bargaining unit. Accordingly, even though specific work may not be specifically spelled out above it will nevertheless be considered as and treated as part of bargaining unit work if it is traditional work of the Carpenters.

The Union agrees that the above occupational scopes are claims for jurisdictional purposes, and are not intended to conflict with established practices.

#### Piledrivers

The Employer recognizes that the jurisdiction of work performed on all pile driving operations including but not limited to the following; the driving of wood pile and the cutting, heading and pointing of same, the driving and removal of all steel piling, concrete pile, precast or cast in place, the cutting of same and poured in-place piling. Where it is necessary for signals to be given the operator of the drilling rig, in order to align, plumb and spot the drill, this part of the work shall be done by the Piledriver. The handling and insertion of the steel casing including the welding,

bolting, and pulling of casing shall be the work of the Piledrivers; the installation and removal of all bracing and walers whether they be steel or wood; the erection of all trestles, falsework and docks, the job site erecting and dismantling of derricks, A-frames, cranes and gin poles when used in conjunction with piledriving work, the cribbing, shoring and underpinning of buildings; the erection, dismantling and jacking of pile load tests, the loading, unloading and distribution of all piling, waler, bracing and etc.; job site maintenance of all piledriving equipment; all burning, welding and the splicing of piling, welding of all plates, prior to the driving or after the installation of piling; the operation of all valves, including the pulling of rope or cable to trip the hammer, used in conjunction with piledriving operations, except when installed in the cab or a piledriving rig, the preparation of all barges and scows, that are used for piledriving work, signaling of all cranes, gin poles, machinery and/or equipment pertaining to piledriving work, pile threader and all other work hereafter awarded to Piledrivers.

The Union agrees that the above occupational scopes are claims for jurisdictional purposes, and are not intended to conflict with established practices.

### C. Territorial Scope

The geographical scope of this Agreement includes all of the following counties:  
(See attached map)

Adams	Effingham	Lee	Putnam
Boone	Fayette	Livingston	Richland
Brown	Ford	Logan	Rock Island
Bureau	Fulton	Macon	Sangamon
Calhoun	Greene	Macoupin	Scott
Carroll	Grundy	Marion	Schuyler
Cass	Hamilton	Marshall	Shelby
Champaign	Hancock	Mason	Stark
Christian	Henderson	McDonough	Stephenson
Clark	Henry	McHenry	Tazewell
Clay	Iroquois	McLean	Vermilion
Clinton	Jasper	Menard	Wabash
Coles	Jefferson	Mercer	Warren
Crawford	JoDaviess	Montgomery	Washington
Cumberland	Kane	Morgan	Wayne
DeKalb	Kankakee	Moultrie	White
DeWitt	Kendall	Ogle	Whiteside
Douglas	Knox	Peoria	Will
Edgar	LaSalle	Piatt	Winnebago
Edwards	Lawrence	Pike	Woodford



## ARTICLE 2 RECOGNITION

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all of those employees engaged in performing work covered hereunder.

The Union agrees to recognize the Associated General Contractors of Illinois as the sole and exclusive bargaining agent for all Employers engaged in work properly coming under the jurisdiction of the Union and classified as Highway and Heavy Construction, who have so authorized the Association.

## ARTICLE 3 MANAGEMENT RIGHTS

It is understood and agreed that the direction of working forces and the right to suspend, transfer, lay off, promote, demote or relieve employees of their duty shall be vested exclusively in the Employer, provided, however, that the Employer shall not use this right for the purpose of discriminating against any employee because of his membership or legitimate activities in the Union. It is understood that the Employer is to be the sole judge of the number of employees needed on any particular job, consistent with acceptable safety practices.

## ARTICLE 4 UNION SECURITY

All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing in the Union as a condition of their employment on the eighth (8) day following the beginning of their employment or the effective date of this contract whichever is the later as authorized in Section 8(a)(3) of the Labor Management Relations Act of 1947 as amended by the Act of 1959. Upon written notice from the Union, notifying the Employer of the failure of any employee covered by the contract to complete or maintain his membership because of non-payment of dues, the Employer shall, within twenty-four (24) hours of such notice, discharge said employee. Provided further, that no employer or the Union shall discriminate against an employee to whom membership was not available on the same terms and conditions generally applicable to the members, or, if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership. There shall be no discrimination with respect to any term or condition of employment because of race, color, religion, sex, age, national origin, disability, Vietnam-era veteran, disabled Veteran, or any other characteristic protected by law.

## ARTICLE 5 PROCUREMENT OF LABOR

The Union and the Employer recognize that the Union is in a position to aid the Employer in recruiting needed employees who can meet the standards of the trade and who can promote the efficiency and safety of the operations of the Employer. The Employer shall be at liberty to hire employees in any manner under the National Labor Relations Act of 1947 as amended and the rules and regulations of the National Labor Relations Board, and shall have the right to use the facilities of the Union to recruit job applicants under certain conditions. The Employer agrees to notify the Union when he is in need of new employees and the Union, when requested agrees to assist in securing qualified applicants.

The selection of applicants for recommendation by the Union shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect of Union membership, policies or requirements. The Employer agrees to give all applicants fair consideration consistent with the policies of the National Labor Relations Act, as amended. The Employer retains the right to reject any job applicant recommended by the Union. Nothing in this paragraph shall be construed to limit the Employer from hiring from other sources. The Employer shall have the sole responsibility of hiring. Employees referred by the Union shall present introductory cards to the Employer.

When the Employer requests the Union to recommend job applicants to the Employer, the Employer shall specify the type and the nature of the work to be performed, and the Union shall exercise due care in ascertaining the competence of the applicant or applicants to be recommended.

### Movement of Bargaining Unit Personnel:

1. The Employer shall have free movement of bargaining unit personnel within the boundaries of each District Council, subject to the following requirements:
  - (a) The steward shall be referred from the Local Union where the work is being performed.
  - (b) All other employees to be selected at the Employer's discretion, subject to the Procurement of Labor Clause of this Agreement.
2. The Employer shall be allowed movement of bargaining unit personnel from the territory of one Regional/District Council into the territory of another Regional/District Council according to the following sequences not including one foreman.
  - (a) Employer's discretion.

- (b) Steward from the Local Union or Regional/District Council where work is being performed.
- (c) Employee from Local Union or Regional/District Council where work is being performed.
- (d) Employer's discretion.
- (e) Employee from Local Union or Regional/District Council where work is being performed.

All other journeymen and apprentices are added by repeating steps (d) and (e). One foreman is excluded from the above and may be moved freely within the geographical area covered by this Agreement.

## ARTICLE 6 FOREMAN

When more than two (2) journeymen carpenters are employed, one (1) shall be assigned foremanship on the job. All employees shall be classified as foreman when they specify work, place men, pass on qualifications of workmen, or give orders direct to employees for performance of carpenter work. A carpenter foreman shall not supervise more than twelve carpenters. Where two (2) or more foremen are employed on a project they shall not constitute more than fifty per cent (50%) of the carpenter employees on the project. Beginning with the 2002 Wage Addendum anniversary dates, foremen shall receive no less than one dollar and seventy-five cents (\$1.75) per hour above the journeyman rate of pay. On the next termination date of each Local or District/Regional Council's Wage Addendum thereafter, foreman rates are to be negotiated locally as a part of the Wage Addendum.

## GENERAL FOREMAN

When twenty-six (26) or more journeymen carpenters are employed by one Employer on a particular project, exclusive of piledriving work, one shall be designated by the Employer as General Foreman. Beginning with the 2002 Wage Addendum anniversary dates, the General Foreman shall receive no less than two dollars and fifty cents (\$2.50) per hour above the journeyman rate of pay. On the next termination date of each Local or District/Regional Council's Wage Addendum thereafter, general foreman rates are to be negotiated locally as part of the Wage Addendum.

## ARTICLE 7 APPRENTICES

It is mutually understood by the parties hereto that the use of apprentices shall be encouraged on all jobs and they may be employed on the following basis: Two journeymen, one apprentice; four journeymen, two apprentices; six journeymen, three

apprentices. Beyond that number they may be employed at the rate of one additional apprentice for Four Journeymen. The fourth employee on each job site shall be an apprentice (if available) and may be counted in the ratios above.

Beyond the numbers above, apprentices may be employed at the ratio of one apprentice for each four journeymen except with permission of the Joint Apprenticeship and Training Committee where more apprentices may be used.

An examination of apprentices shall be given by the Joint Apprenticeship Committee where such Committee exists before each period of advancement or at other such times as may be determined. In these examinations consideration shall be given to school attendance, progress, and daily employment records of the apprentices.

The wage scale for apprentices shall conform to the standards of the Carpenters Joint Apprenticeship Program in each individual area.

## ARTICLE 8 WORKDAY, WORKWEEK, OVERTIME AND SHIFT WORK

Section 1. Eight (8) consecutive hours exclusive of lunch period shall constitute a day's work between the hours of 6:00 a.m. and 5:00 p.m. The starting time shall be determined in the pre-job conference. A lunch period shall be allowed each employee to be taken between the fourth and fifth hours, but may be changed by mutual agreement. The regular workweek shall consist of five (5) consecutive eight (8) hour days commencing Monday 6:00 a.m. and ending Friday at 5:00 p.m. All time worked in excess of eight (8) hours per day Monday through Friday and all time worked on Saturday shall be paid for at the rate of time and one-half (1 1/2) except as specified in Section 2 of this Article 8.

The above paragraph will apply to the counties of Grundy, Iroquois, Kane, Kankakee, Kendall, McHenry and Will in all instances. The paragraph will apply to all other counties covered by this Agreement except when:

Section 2. By prior notice to the Carpenters District Council no later than the end of the last scheduled work day of the prior week, employers may schedule the following work week on the basis of four-ten hour days, Monday through Thursday with Friday being a make-up day if needed to complete the forty hour week, provided however, that United Brotherhood of Carpenters members shall receive overtime pay when any other craft working on the job at that time receives overtime pay.

The above paragraph on four-ten hour days does not apply to the counties of Grundy, Iroquois, Kane, Kankakee, Kendall, McHenry and Will.

Section 3. All worked performed on Sundays and the following legal holidays or days celebrated as such, to wit: New Year's Day, Memorial Day, Fourth of July, Labor Day,

Thanksgiving Day, day after Thanksgiving and Christmas, shall be paid for at the rate of double time. Employees may request off on Veteran's Day without pay.

Section 4. When men work overtime after 6:30 p.m., they shall be allowed an additional half hour supper time with pay. Every four (4) hours after 6:30 p.m. an additional half hour lunch period with pay shall be allowed except when the work is being performed under the "special shift" provision in Section 7 below.

Section 5. A reasonable equal distribution of overtime shall be made by the contractor to all employees on the project. The steward or his appointed substitute shall be offered all overtime work providing he is qualified to do the work.

Section 6. When shifts are employed, the first shift shall be employed within the hours specified in Article 8 as the regular workday. Shifts worked between any other hours shall be considered as second or third shifts and shall be paid on the following basis. The second shift shall receive eight (8) hours pay for seven and one-half (7 1/2) hours work, and the third shift shall receive eight (8) hours pay for seven (7) hours work.

When shift work is scheduled to commence, the Employer agrees to contact the Business Representative of the Union not less than forty-eight (48) hours before such shift work is scheduled to start in order that he may have ample time to assist in securing men necessary for such work. It is understood and agreed that shift work will not be scheduled where less than three (3) consecutive day's work is involved except in case of continuous pour on bridge deck, or slab, and in no case less than two (2) consecutive eight (8) hour shifts.

When shift work has been scheduled, the second and third shifts shall complete their work on Friday nights or on any night preceding a holiday at the established minimum rate of pay. However, should any shift be required to start prior to 6:00 a.m. Monday morning or 6:00 a.m. of any day following a holiday or a day celebrated as such, the premium rate of eight (8) hours pay for seven (7) or seven and one-half (7 1/2) hours work shall not apply and the employees on such shift shall be paid double time for actual hours worked.

When working shifts, the same employee shall not work on more than one (1) shift in any twenty-four (24) hour period. The conditions outlined herein shall also apply to foremen.

Section 7. Special Shift. With prior notification by the Employer to the Business Manager, if a special shift is required by an owner and/or if the Employer needs to perform work which cannot be performed during regular working hours, employees may work a special shift and receive one dollar and fifty cents (\$1.50) an hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the

estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

## ARTICLE 9 REPORTING TIME

Each employee shall give the contractor a telephone number where the employee may be reached, which number the contractor shall call to notify the employee if there is to be no work.

Such notice shall be reasonably in advance of starting time considering the distance the employee must travel to the job. When weather conditions are unfavorable, employees who have no telephone shall ascertain for themselves whether there will be work by contacting a carpenter working on the same project who has a telephone or by calling (collect) the contractor.

The contractor shall have no obligation to pay show-up time to those employees who the contractor or his representative cannot by diligent effort contact to notify them there will be no work because of inclement weather or conditions beyond the contractor's control. If an employee is called to work after the regular starting time, then his day shall start at the regular starting time.

If an employee is not called off and reports for work, whether or not work starts, the employee shall receive not less than two (2) hours pay and may be required to remain at the project for the entire two (2) hours to receive the pay. If an employee starts work after the first two (2) hours, or if the employee is asked to remain on the job after the first two (2) hours, the employee shall receive four (4) hours pay. The employee may be required to remain at the job to receive this pay. After four (4) hours, the employee shall be paid only for time worked.

The reporting time for Saturdays, Sundays and holidays shall be as stated above, however, in the event inclement weather or equipment breakdown causes stoppage of work on those days, employees will be paid for time actually worked, but in no event less than two (2) hours at the rate applicable to that day.

## ARTICLE 10 RATES OF PAY, CONTRIBUTIONS AND DEDUCTIONS

### A. Rates of Pay

The minimum rates of pay for each district shall be as set forth in the attached Addendums.

## B. Contributions

The Employer agrees that Pension and Welfare Fund contributions under this Agreement are to be made to the Carpenters Welfare Fund of Illinois and Carpenters Pension Fund of Illinois, Central Illinois Health & Welfare Fund, Construction Industry Welfare Fund, Construction Industry Retirement Fund, Kankakee and Iroquois Counties Benefit Fund, Southern Illinois Benefits Corporation, Danville Carpenters Health, Welfare and Pension Funds, and Construction Workers Pension Funds at the hourly rates specified elsewhere in this Agreement, and that such contributions are to be made on behalf of all persons covered by this Agreement for all hours worked by such persons for the Employers.

The Employer agrees to be bound by the terms of the Trust Agreements establishing the Carpenters Welfare Fund of Illinois and Carpenters Pension Fund of Illinois, Central Illinois Health & Welfare Fund, Construction Industry Welfare Fund, Construction Industry Retirement Fund, Kankakee and Iroquois Counties Benefit Fund, Southern Illinois Benefits Corporation, Danville Carpenters Health, Welfare, and Pension Funds, and Construction Workers Pension Funds as they now exist and as they may hereafter be amended, as if the terms of such agreements were fully set forth herein. The Employer understands and acknowledges that the Trustees of those Funds have the right to make reasonable rules relating to the payment of fringe benefit contributions as specified in this Agreement, and pertaining to their rights and remedies as against employers who are delinquent in making payment of such contributions to the Funds. The Employer agrees to be bound by such rules as currently exist or may from time to time be established or amended. Copies of such rules can be obtained by the Employer by request from the Fund Administrator.

Payment of annuity, pension and/or health and welfare contributions for an employee's work in each locality shall be made to such funds and in such amounts as are identified in the applicable collective bargaining agreement for that locality where the work is performed, provided that the designated fund is signatory to a UBCJA National Reciprocal Agreement. In the event such annuity, pension and/or health and welfare fund is not signatory to the appropriate National Reciprocal Agreement, the equivalent contribution amounts of the area where the work is performed shall be paid to the relevant fund identified in the collective bargaining agreement of the UBCJA affiliate in the employee's home area, or, in the event such home area fund refuses to accept that contribution, to the Carpenters Labor-Management Pension Trust.

Provided further, that the Company may, at its discretion, submit the contributions to the employee's home-area local union or District/Regional Council funds even if the work-area local union or District/Regional Council funds and the employee's home-area local union or District/Regional Council funds are signatory to a UBCJA National Reciprocal Agreement. If the Company chooses this option, it shall provide sufficient proof to the work-area local union or District/Regional Council

funds that the appropriate contribution amount has been paid to the employee's home-area local union or District/Regional Council funds. This option shall not be available if the employee's home-area local union or District/Regional Council funds refuse to accept such payment. Furthermore, it is expressly understood that the Employer will only be required to submit contributions to the above referenced funds in the amounts listed in the collective bargaining agreements and/or wage addendums where the work is actually performed. This provision is strictly limited to the Company's payment of annuity pension and/or health and welfare contributions. The Company is obligated to pay dues check-off and all other contributions required under the applicable work-area collective bargaining agreement to the work-area local union or District/Regional Council.

The bargaining unit shall also include, for purposes of Pension and Welfare Fund contributions only, such persons in the employ of the Employer referred to herein as "supervisors", as that term is defined in the Labor-Management Relations Act of 1947, as amended, provided that such supervisors:

- (a) has heretofore been included as a member of the "bargaining unit" on any basis, under the terms of this collective bargaining agreement, any predecessor collective bargaining agreement, or any other collective bargaining agreement entered into by this Local Union or District Council, and
- (b) was an employee on whose behalf within the five year period prior to the effective date of this Agreement contributions were required to be made or were in fact made to the Carpenters Pension Fund of Illinois and Carpenters Welfare fund of Illinois, Central Illinois Health & Welfare Fund, Construction Industry Welfare Fund, Construction Industry Retirement Fund, Kankakee and Iroquois Counties Benefit Fund, Southern Illinois Benefits Corporation, Danville Carpenters Health, Welfare and Pension Funds, and Construction Workers Pension Funds for at least 5,000 hours worked.

It is expressly understood that the purpose of this provision is limited solely to permitting persons who have participated in the aforesaid Pension and Welfare Funds as members of the bargaining unit to continue to do so upon their promotion to management positions, and is in no respects intended to include such persons within the scope of the bargaining unit for purposes of union membership, collective bargaining, or any other provisions of this Agreement other than provisions governing the payment of pension and welfare contributions.

It is further understood and agreed that since such supervisors are not subject to the wage provisions of this Agreement, and may be paid on a salaried basis, contributions on behalf of such persons to the Pension and Welfare funds shall be on the basis of 160 hours for each and every month during which such supervisor receives any wages from the Employer.

It is expressly understood that in the event the Employer is an unincorporated partnership or sole proprietorship, any persons who is a partner or sole proprietor



of the Employer is ineligible to receive benefits from the Pension and Welfare Funds, and no contributions are payable to those Funds on behalf of such persons. If, on the other hand, the Employer is a corporation, persons who happen to own all or a portion of the stock of said corporation are "employees" of the Employer and will be considered as included within the bargaining unit for purposes of wages and fringe benefit contributions to the extent that they would qualify as such if they were not shareholders.

The parties recognize that individuals employed by corporations which are employers under this Agreement may perform some work which is covered under this Agreement and other work which is not. Some of these employees receive compensation in such a manner that it is difficult or impossible to determine for purposes of fringe benefit contributions the precise number of hours for which contributions are payable on their behalf to the Funds, and this uncertainty has created a need for uniform and consistent rules which would be fair to all concerned. It is therefore agreed that when an employee who is employed by a corporation performs both work covered under the terms of this Agreement and work which is not covered under the Agreement, and if such person is paid on any basis other than at the hourly wage rate specified in this Agreement for all hours worked by such employee in any capacity whatsoever, and provided further that such employee is:

- (a) shareholder, officer, and/or director of the corporation, or
- (b) a relative (father, mother, son, daughter, brother, sister) of a shareholder, officer, and/or director of the corporation.

The Employer shall be required to make contributions on behalf of such employee on the basis of 160 hours for each month in which such employee received any compensation from the corporation at the hourly contribution rates established elsewhere in this Agreement.

Within ten (10) days of a request by the Union for a particular project the Employer shall obtain and furnish to the Union evidence of a surety bond not to exceed twenty-five thousand dollars (\$25,000) guaranteeing payment of all fringe contributions as set forth in the wage and fringe Addendums attached to this Agreement. The Employer shall not cancel or terminate such bond without first providing thirty (30) days notice to the Union. Provided, however, that Employers who have worked not less than three (3) years in the State of Illinois and have made fringe benefit payments in accordance with the terms of this contract for the preceding two years shall be exempted from said bonding obligation altogether.

In the event the Union and/or Trustees are required to file suit by reason of an Employer's failure to: (a) maintain his monthly Welfare and Pension contributions pursuant to the attached Addendums, and a judgment is rendered in favor of the

Union and/or Trustees, as part of said judgment, a reasonable amount of the attorney's fees and court cost shall be awarded them by the court. After the Union and/or Trustees are awarded said judgment, the Union shall have the right, at its option, to require said Employer to furnish a suitable bond with a reputable Surety Company guaranteeing his performance, as set forth in this section prior to any resumption of the instant agreement with said employer.

It is agreed that on each anniversary day of any wage addendum to this Agreement the Union will have the option of distributing any part of the negotiated increase into an existing Health and Welfare and/or Pension Plan or basic wage rate, upon sixty (60) days from notice to the Associated General Contractors of Illinois.

- C. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution as per the area wage schedule or area addendum for each employee covered by this Agreement to the United Brotherhood of Carpenters and Joiners of America National Apprenticeship & Training Fund (the "Training Fund"). The parties also agree that the Employer shall make a contribution as per the area wage schedule or area addendum for each employee covered by this Agreement to the United Brotherhood of Carpenters and Joiners of America National Health & Safety Fund (the "Health Fund") and the United Brotherhood of Carpenters and Joiners of American Labor Management Fund. Payment shall be made to the Training Fund, Health Fund, Labor Management Fund, or to such collection agent as is designated by the Training Fund, Health Fund or Labor Management Fund on or before the 15th day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Training Fund, Health Fund and Labor Management Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trusts. Upon request, the Employer may receive the latest annual report prepared for any or all of the above referenced Funds.
- D. Notwithstanding any other provision of this Article, the parties agree that during the term of this Agreement, with sixty (60) days prior written notice to the Associated General Contractors of Illinois, the Union may redirect their contributions to another Health and Welfare, Pension or Annuity plan. Provided further, that any increase or decrease in the contribution rate shall not take effect until the next wage anniversary date at which time a new Wage Addendum shall list the changes, if any, in contributions. Because of the restrictions in the Illinois Prevailing Wage Act, it is also agreed that the basic wage rate will not be reduced to accommodate any changes in the fringe benefit contributions.

## ARTICLE 11 PREMIUM WORK

The erection and dismantling of all towers and scaffolds when same is over forty (40) feet in height from the base or other hazardous work where a free fall of forty (40) feet or more is possible shall be paid for at the rate of seventy-five (75) cents per hour above the minimum wage rate.

Where creosoted piling, lumber or material is used the wage scale shall be one dollar (\$1.00) per hour above the minimum scale of wages as set forth in this contract. This does not include oiled forms.

Where any other irritant treated piling, lumber or material is used which is harmful to either body or clothing, the wage scale shall be seventy-five (75) cents per hour above the minimum scale of wages as set forth in this contract. This does not include oiled forms.

If an employee is assigned to the handling of creosoted, or other irritant treated material for one (1) hour or more during any one half shift, he shall receive not less than four (4) hours pay at the premium rate. This provision shall apply to shift work as well as to the regular eight hour day.

When employees are required to work fifteen (15) feet or more below the ground level in sheathed holes or water level in cofferdams, they shall be paid at the rate of seventy-five (75) cents per hour above the minimum hourly rate of wages for the various classifications.

## ARTICLE 12 PAYMENT OF WAGES

### A. Weekly Pay Day

Except as hereinafter provided, payment of wages shall be made once each week on the job during working hours. The Employer agrees to furnish with each payroll check or currency payment, a full statement of deductions and to make allowance for any charge made for cashing of checks drawn on out-of-town banks. Whenever the regular pay day falls on a recognized holiday, the employees shall receive their pay the day before such holiday. No more than three working days pay shall be held back unless an agreement is reached with the business representative.

The Employer shall furnish Form W-2, Statement of Withholding, to each employee on or before January 31st of each calendar year to last known address.

## B. Discharge and Lay-Off

Layoff. If an Employer qualifies for the bond exemption in Article 10, Section B, and needs to layoff an employee, the Employer may mail the employee's paycheck to the home address last provided by the employee. The mailed check must be post marked no later than the next business day following layoff. If the check is not post marked on the next business day, excluding Saturdays, Sundays and holidays, the employee shall receive two hours pay at the straight time rate for each day that the check is late.

If the Employer is not exempt from posting bond as outlined in Article 10, Section B, and lays off an employee, the Employer shall pay employees all wages due at the time of layoff, and payment shall be made on the job, regardless of whether such layoff is temporary or permanent.

Discharge. If the Employer discharges an employee, he shall pay them all wages due at the time of the discharge and payment shall be made on the job.

In the event an employee covered by this contract is laid off or discharged, he shall be notified one (1) hour in advance of such lay-off in order that he may have one hour in which to put his tools in condition to report for work on another job. No employee covered by this Agreement shall be required to sharpen tools on his own time or take them home to sharpen while employed, but must have tools sharp when arriving on new job.

## ARTICLE 13 GENERAL CONDITIONS

A suitable building, tool wagon or field box shall be furnished for the use of the carpenters only, location to be determined by the Employer, to keep their tools and clothes in, and under no circumstances will flammable materials be stored therein. In case of fire or major theft of the tools of the carpenters placed within said building, tool wagon or field box for safe keeping resulting from a break in after working hours, if suitable insurance covering such loss is not carried by the Employer, the Employer shall be responsible for such loss which shall not exceed a total maximum of five hundred (\$500) dollars in each individual case provided a list of tools was provided to the superintendent by the employee when commencing work. The employee claiming a loss must substantiate the value of his tools. Millwrights shall also be included in the above tool provision with the same listed restrictions applying except the maximum amount of coverage shall be one thousand dollars (\$1,000) in each individual case.

The Employer is to furnish conveyance for all carpenters tools being moved from one job to another during working hours.

All Employees covered by this contract are to receive pay for moving from one job to another during working hours. All Carpenters shall leave the employer's toolhouse,

## Steward

The Employer agrees to recognize the right of the business representatives of the Union to select or appoint a Steward from among the Employer's unit employees who shall be a member of the Local Union where the work is being performed whose duties shall be to see that all employees covered by this contract are in compliance with Article 4 (Union Security) in accordance with the requirements of this contract, to hear and attempt to adjust disputes and grievances, and in the case of accident, to see that the employees covered by this contract and their personal belongings are cared for. Loss of time in caring for sick or injured employees shall be paid for by the Employer in an amount not to exceed eight (8) hours at straight time.

A steward, after having satisfactorily completed seven (7) working days of employment for an Employer, shall not be laid off or discharged without just cause so long as other employees covered by this contract, except a foreman, are employed on the project. In no case shall the Steward be discharged, laid off or fired until the Union Representative has been notified to the effect that his work or conduct is unsatisfactory. When such charges are made against the Steward, the Employer, or his representative, shall meet with the Business Representative of the Union and attempt to settle the dispute. In the event the respective representatives cannot reach an agreement the dispute shall be processed under the terms as provided for in the arbitration section of this contract.

The Steward shall work as any other carpenter employee.

## ARTICLE 15 SETTLEMENT OF DISPUTES

The parties agree that during the term of this Agreement, including any renewal period, or during any pending arbitration proceedings or during any negotiations between the parties hereto as to desired changes in this contract as herein provided, there shall be no strikes, lockouts, boycotts, picketing, stoppage of work or slow down of work.

With the exception of jurisdictional disputes, all differences of any kind (hereinafter referred to as grievances) between the Employer and the Union which arise under this Agreement shall be resolved in the following manner:

Step 1: Should any employee covered by this contract believe that he has been unjustly dealt with or that any provision of this contract has been or is being violated, said employee or his representative shall attempt to resolve the matter orally with the job superintendent or other authorized representative of the Employer on the job site. If the grievance is not satisfactorily resolved, the grievance shall be handled as provided below.

Step 2: The grievance shall be reduced to writing and transmitted to the Employer. The Employer must receive the written grievance within 5 working days of the date when the employee knew or should have known of the incident giving rise to the grievance.

Failure to meet this time limit shall automatically resolve the grievance in the Employer's favor.

Step 3: If the grievance referred to in Step 1 has not been satisfactorily resolved within 5 working days after the Employer has received the written grievance, the Employer or the Union may request in writing to the other party within 5 working days that a Joint Grievance Committee be convened for the purpose of hearing and resolving the grievance. The written correspondence at this step must state the question or issue involved. The Committee shall meet as expeditiously as possible after notification and the Committee shall be composed of an equal number of representatives appointed by the Executive Officer of the District Council of Carpenters involved and the Associated General Contractors of Illinois, but in no event shall the Committee be composed of less than two representatives from each party.

The Committee's decision shall be final and binding on the parties. However, if the Committee deadlocks the matter either the District Council of Carpenters involved or the Associated General Contractors of Illinois may request arbitration.

Step 4: In the event the Committee deadlocks and arbitration is requested, the matter shall be submitted to an impartial arbitrator for decision. The impartial arbitrator shall be selected as follows: 1 person appointed by the Executive Officer of the District Council of Carpenters involved and 1 person selected from the AGC of Illinois shall be responsible for selecting the arbitrator. The party requesting arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Service, and the representative of the Union and the representative of the AGC of Illinois shall alternately strike the names provided by the FMCS until there is one remaining. The party requesting arbitration shall strike first. The list must contain an odd number of arbitrators. The remaining name shall be selected as the impartial arbitrator. The arbitration shall be held as expeditiously as possible and the decision of the arbitrator shall be final and binding on both parties.

If the grievance is brought by a Local or by an Employer covered by this Agreement, the grievance shall be handled in the following manner.

Step 1: The aggrieved party shall reduce the grievance to writing and present it to an authorized representative of the other party within 10 working days of the date the aggrieved party knew or should have known of the incident giving rise to the grievance. Failure to observe this time limit shall automatically resolve the grievance in favor of the other party. If the Employer or his authorized representative and the business representative of the Union can not satisfactorily resolve the grievance within 10 working days of its presentation, either the Employer or the Local Union may request in writing within 10 working days that a Joint Grievance Committee be convened for the purpose of hearing and resolving the grievance. The written correspondence at this step must state the question or issue involved. The Committee shall meet as expeditiously as possible after notification and the Committee shall be composed of an equal number of representatives appointed by the Executive Officer of the District Council of

Carpenters involved and the AGC of Illinois but in no event shall the Committee be composed of less than 2 representatives from each party. The Committee's decision shall be final and binding on the parties. However, if the Committee deadlocks the matter, either the District Council of Carpenters involved or the Associated General Contractors of Illinois may request arbitration.

Step 2: In the event the Committee deadlocks and arbitration is requested, the matter shall be submitted to an impartial arbitrator for decision. The impartial arbitrator shall be selected as follows: 1 person appointed by the Executive Officer of the District Council of Carpenters involved and 1 person selected by the AGC of Illinois shall be responsible for selecting the arbitrator. The party requesting arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Service, and the representative of the Union and the representative of the AGC of Illinois shall alternately strike the names provided by the FMCS until there is one remaining. The party requesting arbitration shall strike first. The list must contain an odd number of arbitrators. The remaining name shall be selected as the impartial arbitrator. The arbitration shall be held as expeditiously as possible and the decision of the arbitrator shall be final and binding on both parties.

## ARTICLE 16 DRUG AND ALCOHOL POLICY

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the Employer's property, site of construction or during the working hours regardless of the location shall be grounds for termination. Any Employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-prescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a current valid prescription endorsed by a qualified physician for use by named Employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purpose of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

Section 2. Provisions for employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by Project Owner. Drug and alcohol testing shall consist of, but not limited to, pre-employment, random and reasonable cause. Reasonable cause shall include for example but is not limited to, visible impairment, possession, reports of on duty use, prior detection and rehabilitation, or involvement in an accident, injury or unsafe act.

Section 3. All drug and/or alcohol testing shall follow the procedures or future revisions outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) and shall be in compliance with all applicable state and federal laws regarding alcohol/drug testing.

Section 4. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services Administration (SAMHSA) approved.

Section 5. All drug screening tests shall be capable of identifying marijuana, cocaine, opiates, (morphine & codeine), phencyclidine (PCP), and amphetamines (amphetamines, methamphetamine) or other drugs that may be specified by future Substance Abuse and Mental Health Services Administration (SAMHSA) direction.

Section 6. Testing and test results. The collection of urine specimens, the chain-of-custody of the specimen and the laboratory testing shall be in accordance with the guidelines established by SAMHSA.

#### Random Tests

All employees covered by the random drug test policy will be included as part of the group from which the Medical Review Officer (MRO) will randomly select employees by using a computer generated selection of social security numbers for testing per the requirements of the Employer's Policy.

On a periodic basis the MRO will select randomly a number for random testing during that month.

Names selected will be forwarded to each Employer who will notify their employees selected to be tested. The Employer will be given a date before which the individual must be tested. The persons to be tested shall not be informed before the actual test is to be performed.

Failure of the Employer to accomplish the above requirements in the time allotted will cause them to be out of compliance with the random testing requirements.

All tests shall be conducted using only urine specimens in accordance with current SAMHSA guidelines. Sufficient amounts (a minimum of 60 cc) of the sample shall be taken to allow for an initial test and confirmatory tests. All specimens shall be collected and handled according to strict chain-of-custody procedures as established by SAMHSA. The sample collection will not be observed directly. The testing procedure is designed to respect employee's rights to privacy.

The initial test will be Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or a positive result arises from the initial test; a confirmation test must be utilized before action can be taken against the employee. The confirmatory test will be by Gas Chromatography - Mass Spectrometry (GC/MS). Any other confirmatory tests and/or testing shall be at employee's time and expense. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one year. Handling and transportation of each sample must be



documented through strict chain-of-custody procedures; specimen containers shall be labeled with a number, and the donor's signature, and shall be closed with a tamperproof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence. Every effort shall be made to assure the validity and accuracy of all tests.

**MRO Interview.** When an employee receives a confirmed positive test, the Medical Review Officer (MRO) will interview the employee via telephone and give the employee an opportunity to explain any positive test results such as those that could be caused by prescription medication endorsed by a physician. After the interview, if the MRO confirms that the test results are positive, the Employer will be notified of the results. Results of the test will be held in the strictest confidence and only people with an absolute "need to know" can request such results unless released to do so by the employee.

It is the intent of this program to comply with all laws and regulations promoting non-discrimination in employment.

Except as set forth herein, no employee shall be required to sign any waiver of his rights.

**Test Results:** Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

#### INITIAL TEST

Level-Nanogram/Milliliter (hereinafter referred to as ng/ml).

Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite	2,000
Phencyclidine	25
Amphetamines	1,000

Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technologically different initial screening method:

**CONFIRMATORY TEST****LEVEL (ng/ml)**

Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates: Morphine	2,000
Codeine	2,000
Phencyclidine	25
Amphetamines/Methamphetamine	500***

\*Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\*Bezoyllecgonine

\*\*\*If methamphetamine, there must be >200 ng/ml of Amphetamines

Alcohol test levels at or above .02 shall be considered a positive test for safety-sensitive equipment.

Section 7. Employees taking prescription medication which according to their physician has physical or mental side effects which could cause impairment on the job site, must may report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 8. Any Employee with test results of negative shall be compensated for all hours lost. If an Employee has a confirmed positive test, (s)he will be (a) suspended without pay up to thirty (30) days, or as determined by established company policy, (b) mandatory enrollment in a certified rehabilitation program, at employee's own expense, and successful completion, (c) and agree to periodic follow-up drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Section 9. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provision of this contract.

## ARTICLE 17 CERTIFIED WELDERS

In order to promote skill advancement training for Carpenters and to further the professional development of the craft, all carpenters will be encouraged to obtain a welding certification as required by the project owner. As an incentive, the Employer agrees to pay an additional fifty-cents (\$.50) per hour to carpenters, who are or become certified welders, when they perform certified welding work.

## ARTICLE 18 SAFETY

Section 1. It is recognized there are important roles to be performed by the employees, Union officials and management in the prevention of accidents and ensuring a safe and healthy working environment. The worksite should be maintained in a clean and orderly state, so as to encourage efficient and safe operations.

Section 2. It is important to succeed in this cooperative effort because it is also recognized that failure can mean hardship to the employee and a threat to the security of his family.

Section 3. It is because of these mutual benefits that the employees, Union officials and management pledge to cooperate and do all that is possible to maintain a safe, hazard-free working environment.

Section 4. In regards to piledriving crews, the parties recognize the Employers' right to determine the size of the crew to safely do the job, provided however, all members of the crew shall be from the bargaining unit.

Section 5. The Carpenters agree to use their training facilities to provide skill advancement training in OSHA construction standards such as; Accident Prevention Responsibility, Asbestos, Hearing Protection, Welding and Cutting, Scaffolding, Fall Protection, Excavations and Trenching, Ladders, etc. to improve journeyman skills. The Carpenters shall use their training facilities to insure that all Carpenters shall be required to successfully complete the Ten-Hour OSHA (Occupational Safety and Health Administration) Construction Safety Course. Thereafter, each Carpenter shall be required to successfully complete the Ten-Hour OSHA Construction Safety and Health Course every two (2) years to maintain their safety awareness and competence. After May 1, 2003 Employers may request referral of Carpenters who have completed the Ten-Hour OSHA course and refuse Carpenters who have not completed the course without penalty.

Section 6. All Carpenters shall be responsible for wearing appropriate safety gear such as boots, ear, eye and head protection. The employer and all employees agree to abide by all federal, state, local and company safety policies.

Section 7. Failure on the part of an employee to comply with safety rules established by the Employer may be grounds for dismissal.

## ARTICLE 19 MARKET RECOVERY

Notwithstanding any other provisions of this Agreement and with mutual agreement of the Contractor and District Council having jurisdiction, the following terms shall

automatically apply to any prevailing wage job where the Contractor is bidding against non-signatory or bonafide non-union contractors.

- (a) All wages and fringe benefits shall be paid as set forth in the prevailing wage project contract document for the duration of the project.
- (b) All overtime shall be paid in accordance with applicable state or federal law.
- (c) Show-up pay shall be one (1) hour.
- (d) All other terms and conditions of employment shall be as mutually agreed to between the Employer and the Union.

#### ARTICLE 20 SAVINGS AND SEPARABILITY

In the event that any article, paragraph or section of this contract and any amendments thereto shall be invalid, then neither of the parties hereto shall be bound thereby, but the said article, paragraph and section shall be deemed to be separable and the invalidity of any portion thereof shall not affect the validity of the remainder of the contract.

It is the intention of the parties hereto to comply with all applicable provisions of State or Federal law, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by final order of any court of competent jurisdiction. In such event, the Union or the Employer may, at its option, require renegotiations of such individual provisions for the purpose of adequate legal replacement thereof, each reserving the right of economic recourse in the event agreement cannot be reached in such negotiations and such action shall not constitute a violation of this contract.

In the event of the invalidation of any section, sentence or article of this contract by any court or board of competent jurisdiction, all remaining provisions of this contract shall remain in full force and effect.

#### ARTICLE 21 DURATION AND TERMINATION

The term of this contract shall be for fifty-nine (59) months commencing September 1, 2001 and ending July 31, 2006.

Should either party hereto desire to terminate this contract, they may do so by serving notice of a desire to terminate by U.S. Certified Mail not more than ninety (90) nor less than sixty (60) days prior to its termination date. In default of such notice, this contract shall continue upon the same terms and conditions as herein contained for a further period of one (1) year and so on from year to year until it is terminated by either party hereto giving such notice as herein provided.

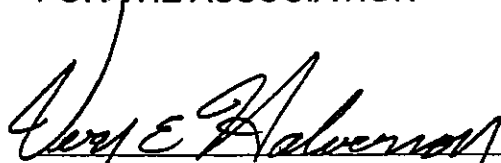
IN WITNESS WHEREOF, the Associated General Contractors of Illinois has caused this contract to be executed by its duly authorized representatives and the District Councils and Local Unions, affiliated with the United Brotherhood of Carpenters and Joiners of America, within the State of Illinois, have caused their duly authorized representative to hereunto subscribe his name on the day and year set forth

ARTICLE 22  
MILLWRIGHTS

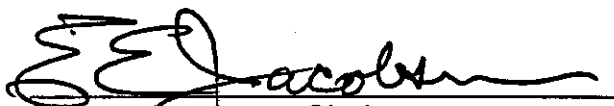
The formation of the Millwrights Local in the Districts covered by this agreement will not now or at any later date alter the existing cent per hour differential in any local between the Carpenters and the Millwrights. As wage addendums expire, increases negotiated by the Carpenters will be added in like amount to Millwrights wages.

It is understood that contractors working in a district with a Millwright jurisdiction shall have the right to use members under their employ as Millwrights, but when additional help is required and it is under the Millwright jurisdiction they will call the Millwright local for referral.

FOR THE ASSOCIATION

  
Verril E. Halverson  
AGCI Negotiating Committee

FOR THE UNION

  
Everett Jacobsen, Chairman  
Statewide Carpenters  
Heavy & Highway Committee

## ILLINOIS HEAVY & HIGHWAY DISTRICT #2 - ZONE 3 LOCAL UNION 166 JOURNEYMAN WAGE AND FRINGE BENEFITS SCHEDULE

To be attached to and become a part of the collective bargaining agreement between the Associated General Contractors of Illinois and the Heartland Regional Council of Carpenters Local Union No. 166, Rock Island, Illinois, covering the counties of Henderson, Henry, Mercer, and Rock Island in Illinois.

Effective 8/1/2003-7/31/2004

### MINIMUM HOURLY RATE FOR JOURNEYMAN CARPENTER

JOURNEYMAN RATE	\$24.54
HEALTH & WELFARE	5.30
PENSION	4.05
SUPPLEMENTAL PENSION	.10
APPRENTICESHIP	.40
<u>UBC NATIONAL FUNDS</u>	<u>.04</u>
TOTAL PACKAGE	\$34.43

•Premium Hourly Rates for Carpenter Foreman (\$1.75 Above Journeyman) Refer to Article VI for definitions

•Premium Hourly Rates for Carpenter General Foreman (\$2.50 Above Journeyman) Refer to Article VI for definitions

•Premium Hourly Rates for Carpenters Performing Work Above or Below ground level, Handling Irritant Material (\$.75 Above Journeyman) Refer to Article XI for definitions

•Premium Hourly Rates for Journeyman Carpenters Performing Creosote Work (\$1.00 Above Journeyman) Refer to Article XI for definitions

### WAGE DEDUCTIONS:

Working Assessment is ninety eight cents (\$.98) for all journeyman, foreman and general foreman.


HEARTLAND REGIONAL COUNCIL OF  
CARPENTERS LOCAL UNION NO. 166

ASSOCIATED GENERAL  
CONTRACTORS OF ILLINOIS



DAN O'CONNELL,  
EXECUTIVE SECY-TREAS





RAY HAWKINS,  
DIRECTOR OF LABOR RELATIONS

DATED August 1, 2003

**ILLINOIS HEAVY & HIGHWAY DISTRICT #2 - ZONE 3 LOCAL UNION 166**  
**APPRENTICE WAGE AND FRINGE BENEFITS SCHEDULE**

To be attached to and become a part of the collective bargaining agreement between the Associated General Contractors of Illinois and the Heartland Regional Council of Carpenters Local Union No. 166, Rock Island, Illinois, covering the counties of Henderson, Henry, Mercer, and Rock Island in Illinois.

**MINIMUM HOURLY RATES FOR APPRENTICE CARPENTERS - Effective 8/1/2003-7/31/2004**

The minimum wage to be paid to APPRENTICES under the Standards of the Quad-City Builders Tri-City Carpenters Joint Apprentice & Training Program shall be the following percentages of the rate paid to journeymen.

First Year (50%) Wage Rate	<b>\$12.27</b>
Health & Welfare	<b>5.30</b>
Pension	<b>2.97</b>
Supplemental Pension	<b>.10</b>
Apprenticeship	<b>.40</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$21.08</b>

Second Year (60%) Wage Rate	<b>\$14.72</b>
Health & Welfare	<b>5.30</b>
Pension	<b>3.58</b>
Supplemental Pension	<b>.10</b>
Apprenticeship	<b>.40</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$24.14</b>

Third Year (75%) Wage Rate	<b>\$18.41</b>
Health & Welfare	<b>5.30</b>
Pension	<b>4.05</b>
Supplemental Pension	<b>.10</b>
Apprenticeship	<b>.40</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$28.30</b>

Fourth Year (85%) Wage Rate	<b>\$20.86</b>
Health & Welfare	<b>5.30</b>
Pension	<b>4.05</b>
Supplemental Pension	<b>.10</b>
Apprenticeship	<b>.40</b>
UBC National Funds	<b>.04</b>
<b>TOTAL PACKAGE</b>	<b>\$30.75</b>

**WAGE DEDUCTIONS**

Working Assessment is seventy four cents (\$.74) for all apprentices.

HEARTLAND REGIONAL COUNCIL OF  
CARPENTERS LOCAL UNION NO. 166

*Dan O'Connell*

DAN O'CONNELL, EXECUTIVE SECY. TREAS.



ASSOCIATED GENERAL CONTRACTORS OF  
ILLINOIS

*Ray Hawkins*

RAY HAWKINS, DIRECTOR OF LABOR RELATIONS

DATED *August 1*, 2003



# ILLINOIS DEPARTMENT OF LABOR

Rod R. Blagojevich  
Governor

Michael J. Fen  
Director

August 11, 2003

Dept. of Central Management Services

Dept. of Transportation

The Illinois Department of Labor certified that the below stated wage rates and fringe benefits are prevailing for state employees where applicable:

Local/Trade/Class	Hourly rates					Increase Date
HIGHWAY CARPENTER PILEDRIER DIVER TENDER	Base	H/Wel	Pen	Vac	BAT	
	24.54	5.30	4.15	0.00	0.40	08/01/2003

Foreman Rate: 26.29

Wage Exp: 07/31/2004 Contract Effective: 08/01/2001 Contract Exp: 07/31/2006  
Overtime: Mon-Fri after 8 hrs: 1.5 Sat. all hrs: 1.5 Sun & Holidays: 2.0

Jurisdiction

Local Union #: 166 - Rock Island, IL

Wages applicable in: Henderson, Henry, Mercer, and Rock Island Counties.

The Illinois Department of Labor certified on 08/11/2003 the Agreement which was received on 08/11/2003. Please sign and return one copy of this certification to the Marion address listed below.

Sincerely,

*Michael J. Fen*  
Michael J. Fen  
Director

Name

Date

Agency

STATE OF ILLINOIS BUILDING  
160 NORTH LASALLE, SUITE C-1300  
CHICAGO, ILLINOIS 60601-3150  
(312) 793-2800  
Fax: (312) 793-5257

ONE WEST OLD STATE CAPITOL PLAZA  
3RD FLOOR  
SPRINGFIELD, ILLINOIS 62701  
(217) 782-8208  
Fax: (217) 782-0598

REGIONAL OFFICE BUILDING  
2308 WEST MAIN STREET, SUITE 116  
MARION, ILLINOIS 62959  
(618) 993-7090  
Fax: (618) 993-7258

*✓ L116  
Fall 11*





# ILLINOIS DEPARTMENT OF LABOR

Rod R. Blagojevich  
Governor

Michael J. Fenger  
Director

August 11, 2003

Dept. of Central Management Services

Dept. of Transportation

The Illinois Department of Labor certified that the below stated wage rates and fringe benefits are prevailing for state employees where applicable:

Local/Trade/Class	Hourly rates					Increase Date
HIGHWAY DIVER	Base 49.08	H/Wel 5.30	Pen 4.15	Vac 0.00	BAT 0.40	08/01/2003

Foreman Rate: 50.83

Wage Exp: 07/31/2004 Contract Effective: 08/01/2001 Contract Exp: 07/31/2006  
Overtime: Mon-Fri after 8 hrs: 1.5 Sat. all hrs: 1.5 Sun & Holidays: 2.0

## Jurisdiction

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Sincerely,

Michael J. Fenger  
Director

Name \_\_\_\_\_ Date \_\_\_\_\_

Agency \_\_\_\_\_

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